

# Rules and Regulations Addendum to Residential Rental Contract

## Revised 1/1/07

When reading this attachment, "You" means "Tenant(s)" and "We/Us" means "the Landlord through his or her agent."

**YOU HAVE RENTED A HOME** and we will have a more comfortable relationship if each of us understands our responsibilities. While you are in possession of the property, please think of it as your own and care for it accordingly. Notify us promptly of any needed repairs to fixtures, heating and air conditioning, plumbing systems, appliances, and electrical.

**PLEASE UNDERSTAND** that when you notify us after normal business hours, only emergencies will be handled. All non-emergencies will be handled the next business day. You must understand that we place a service request with local business persons and they schedule the work. We will be unable to give you the date and time the repair will be made.

1. **RENTERS INSURANCE:** We urge you to see an Insurance Agent about acquiring renter's insurance. The property owner's insurance DOES NOT cover loss of or damage to your personal property, nor does it cover you in the event you are sued.
2. **PHONE NUMBERS:** You are encouraged to provide us with your home and work telephone numbers. Along with an email address if applicable. Failure to provide telephone numbers eliminates the communication necessary when trying to arrange repairs and ultimately creates a hardship for you.
3. **RENT:** All rent is due on the first (1<sup>st</sup>) day of the month, and may be paid in check, money order, or cashier's check (certified funds). Rent paid after the sixth (6<sup>th</sup>) day of the month shall have the appropriate late charge (\$25) added, and **CAN BE PAID ONLY IN CERTIFIED FUNDS**. Checks and money orders shall be made payable to "The Sue Cruddas Real Estate Team." Please insure that your address is noted on your check or money order for proper credit. For your convenience, after-hours payments may be deposited into the slot behind the mailbox in the glass panel.
4. **CHECK CHARGES:** A \$25.00 charge will be made for checks not honored by your bank for any reason. After two (2) returned checks, you will be required to make payment by either money order or certified funds: we will NOT accept your personal check. In addition, if a check is not honored by your bank, your rent will then be considered late, and you will then accrue the \$25.00 late charge.
5. **MOVE-IN INSPECTION:** Upon move-in, you will be given a move-in inspection form. It is beneficial to you to go through the house room by room, making your inspection and noting any discrepancies. Be specific when making your notations (you should write "There is a 4-inch rip in the carpet underneath the living room window" as opposed to "rips in carpet"). This inspection form is used by us when we perform your move-out inspection. This form should be received by our office no later than seven (7) days after move-in, unless otherwise discussed with us, and needs to be dated/initialed by us upon receipt.
6. **SMOKE DETECTORS:** Smoke detectors are now required in all rental properties. They must be in working condition upon your moving in. It is your responsibility to notify us immediately if the unit is not working or if the unit needs to be replaced or repaired. **IT IS YOUR RESPONSIBILITY TO REPLACE BATTERIES WHEN NECESSARY.**
7. **LOCKS:** The locks may not have been changed since the previous tenant vacated this property. It is your option to have the locks re-keyed at your own expense. If you decide to re-key the locks, you must return two (2) sets of keys to the property management office within twenty-four (24) hours of the locks being changed over. If you choose not to re-key your locks, the Landlord will not be held responsible should any repercussions regarding unchanged locks occur.
8. **LOCK OUTS:** If you should lock yourself out of your home, and this occurs during our **NORMAL BUSINESS HOURS**, you may come to the office and borrow our key if we have one available. If the lock-out occurs **DURING NORMAL BUSINESS HOURS**, and the situation demands that we send someone from our office to unlock the home, you will be charged a \$35.00 fee. If the lock-out occurs **AFTER NORMAL BUSINESS HOURS**, you must call a locksmith (consult the yellow pages of the phone book).
9. **PESTS:** Upon move-in, if you find that you have insects or bugs, you may note this on your move-in inspection form. You have seven (7) working days to notify us/return the form or we will consider the property to be in good to excellent condition with no discrepancies.
10. **PETS:** Absolutely **NO** animals of any kind are allowed on the premises unless specifically authorized in the Residential Lease Agreement. If you have been so authorized, you will be required to pay a **NON-REFUNDABLE** Pet Fee in the amount of \$150.00 per pet. It is emphasized that the Pet Fee is **NOT** a deposit to cover damages which may be done by the pet. In addition, you agree upon move-out to have the premises sprayed for fleas and must provide us with a paid receipt from a professional exterminating company. The tenant shall remove any pet previously permitted under this paragraph

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within 48 hours of written notification from the Landlord that the pet(s) create an unreasonable nuisance or disturbance. If the pet is caused to be removed pursuant to this paragraph, the Landlord shall NOT be required to refund the Pet Fee.

11. **LAWN CARE:** You are required to care for the lawn and surrounding grounds maintaining them in as good a condition as when you took possession. This care includes cutting the grass, trimming shrubs, and keeping the lawn free of trash. If the yard is not maintained in the proper manner, after reasonable attempts to notify you, we reserve the right to employ a service provider to perform this work and charge you. You will be responsible for watering the lawn during periods of extremely dry weather unless prohibited by Local Government.
12. **VEHICLES & PARKING:** Vehicles placed on the premises must be in operable condition. **NO INOPERABLE VEHICLES SHALL BE PARKED ON THE PREMISES.** Vehicles not in an operable condition for forty-eight (48) hours may be towed at the vehicle owner's risk and expense. The repair of motor vehicles anywhere on the premises is prohibited; this includes changing oil, doing tune ups, rotating tires, and flushing radiators. **VEHICLES ARE NOT TO BE OPERATED OR PARKED ON LAWNS OR SIDEWALKS.** In the event your unit does not have assigned parking spaces, understand that we are not responsible for parking issues.
13. **ENTRY BY LANDLORD:** You shall permit us to enjoy reasonable access to the premises during reasonable hours for the purpose of:
  - a. Inspecting the premises
  - b. Making such repairs, alterations, improvements, and/or additions thereto as we may deem appropriate
  - c. Showing the premises to prospective purchasers and/or tenants.
    - i. In the event the Landlord elects to place the home on the market For Sale during the term of your lease, you must allow the Landlord and/or their Agent to show the home during the last 30 days of your lease period. If you are not at home at the time the house is to be shown to a prospective buyer, it is understood that a key will be used to enter the house. You acknowledge and agree that the key may be located on the house in an electronic key box (accessible only to registered Agents). Every effort will be made to contact you prior to any showing. We have the right, and you acknowledge that right, to display a For Sale sign on the premises.
    - ii. During the last 30 days of your lease, you must allow us to show the house to prospective tenants. If you are not at home at the time the house is to be shown to a prospective tenant, it is understood that a key will be used to enter the house. You acknowledge and agree that the key may be located on the house in an electronic key box (accessible only to registered Agents). Every effort will be made to contact you prior to any showing. We have the right, and you acknowledge that right, to display a For Sale sign on the premises.

We shall make a reasonable effort to notify you of our intent to enter prior to entering for any purpose so that you may arrange to be present or otherwise prepare for entry. **IN EMERGENCY SITUATIONS, WE WILL ENTER THE PREMISES WITHOUT YOUR EXPRESS PERMISSION.** Emergency situations are those situations where there is a reasonable belief the immediate danger or destruction to person or property is likely to happen. Examples are potential gas, smoke, or electrical fire danger, as well as physical abuse or gunshots.

14. **MAINTENANCE:** You are expected to maintain the premises and keep it in as good as condition as when you took possession of the premises. Only repairs that are required because of normal wear and tear will be repaired by us. You will be charged for repairs caused by misuse or neglect. All "breakdown" system failures and structural defects should be reported to us and we will make the necessary repairs within a reasonable time. You **WILL NOT** be reimbursed for any **UNAUTHORIZED REPAIRS** you make yourself. **YOU CANNOT** authorize any maintenance and/or repairs at our expense. **YOU CANNOT** withhold Rent Due because of needed maintenance and/or repairs. **YOU CANNOT** deduct the cost of needed maintenance and/or repairs from Rent Due.
  - a. Listed below are maintenance and/or repairs that **YOU** are required to make at your own expense:
    - i. Replacement of unusable light bulbs
    - ii. Replacement/repair of torn and/or damaged screens caused by your negligence
    - iii. Replacement of broken/damaged windows, window locks, and door locks caused by your negligence
    - iv. Replacement/repair of cabinet catches, knobs, and/or handles caused by your negligence
    - v. **Replacement of heating and air conditioner filters at least every three months, failure to do so will result in high electrical bills and problems with your heat and air systems.**

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- vi. Relighting oil furnaces and hot water heaters. Upon move-in, the initial lighting of the furnace and turn on of the hot water heater will be accomplished by us. We will instruct you on the proper way to light these systems. After the initial lighting, there will be a service charge paid by you if we are required to relight them.
  - vii. You have seven (7) days to note non-working sewer drain lines and/or leaking plumbing on your move-in inspection form. You will be responsible for any stoppage and/or damage caused by misuse.
  - viii. Fireplaces: If you have never used a fireplace before, ask for instruction on how to use it. Disposal of ashes has caused several house fires in the area. Even when the ashes appear to be out, they usually are not. **DO NOT** store ashes in trash cans.
  - ix. Routine carpet care is required to maintain carpets throughout the premises. **DO NOT ATTEMPT TO STEAM CLEAN CARPETS ON YOUR OWN** without specific written permission from us.
  - x. We are expected to maintain the premises and make it a comfortable and habitable place for you. When you request repairs, you are required to call us and give us your name, address, phone number, and a brief description of the problem, including when it first occurred. We will then request service from the appropriate service provider in Jacksonville. We will not be able to give you a time that the service provider will make the repair because we do not schedule the service provider's work. It will be necessary for you to be home when the service provider schedules your repair or you will need to give us permission for the service provider to enter with our key. If you have an appointment and are not home when the service provider arrives, you may be charged for a service call.
- b. Listed below are maintenance repairs that **WE** are responsible for and will make at no cost to you:
- i. Repairs to heating and air conditioning systems caused by normal wear and tear
  - ii. Replacement of heating elements in the hot water tank caused by normal wear and tear
  - iii. Repair leaks caused by normal wear and tear
  - iv. Repair/service all appliances which fail to operate when caused by normal wear and tear
  - v. Repair/replace any part of the plumbing which fails to operate when caused by normal wear and tear
15. **ELECTRICAL OUTLETS / FUSES / TRIPPED CIRCUIT BREAKERS:** If electrical outlets, fuses, and tripped circuit breakers are not functioning properly, we are more than willing to call a service provider to repair the cause. If, however, it is determined that the problem is nothing more than a tripped circuit breaker or blown fuse (or if the oven timer needs to be reset), you will be charged for the service call. To avoid this fee, check the ground fault circuit breaker—these are usually placed on circuits that operate outlets near water sources (bathroom, kitchen, outdoor); check the electrical panel inside the house, garage, or attached storage building; and check the other panels located near your heating and air conditioning unit, both inside and outside the house.
16. **DURING THE WINTER SEASON:** You will need to exercise care to prevent water lines from freezing and bursting during cold weather. If you are going to be away during this time of year, take any or all of the following proper precautions: (a) Allow water to trickle and place lights as appropriate, (b) have the water turned off and drain the water lines, (c) leave sufficient heat in the house to prevent frozen lines, (d) disconnect outside water hoses immediately after use to prevent freezing damage to the water pipes.
17. **DETACHED STRUCTURES:** No detached structures shall be placed or erected upon any property without the prior written consent of the property management office. Approval from the property management office **MUST** be in writing.
18. **SATELLITE DISHES:** No satellite dishes shall be placed or erected upon any property without the prior written consent of the property management office. Approval from the property management office **MUST** be in writing.
19. **SWIMMING POOLS:** No swimming pool or above-ground swimming pools shall be placed or erected upon any property without the prior written consent of the property management office. Approval from the property management office **MUST** be in writing. You may **NOT** erect any swimming pool (including inflatable pools) that are more than eighteen (18) inches deep unless surrounded by a fence.
20. **ABANDONMENT:** You will not cease to occupy the premises without the Landlord's permission. Such permission shall not be unreasonably withheld by the Landlord.
21. **TENANT ABSENCE:** If you are going to be continuously absent from the premises for more than five (5) days you are required to notify us in advance. Your failure to take reasonable steps to notify us may result in your being charged for any damages caused by your absence.
22. **MILITARY PROVISIONS:** See Early Termination by Military Personnel Addendum.

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23. **MISCELLANEOUS:**

- a. **KEROSENE HEATERS ARE NOT ALLOWED UNDER ANY CIRCUNSTANCES! DO NOT USE THEM!**
- b. **DO NOT** use volatile or flammable materials in the home and/or garage that would constitute a fire hazard. Such materials include gas, explosives, refinishing chemicals, etc.
- c. **DO NOT** attempt to store items in the attic unless there is a wooden floor in place. The ceiling is sheetrock and will not support personal belongings.
- d. **DO NOT** flush objects down the toilet such as diapers, sanitary napkins, paper towels, facial tissues, and/or newspapers. If you request service and the service provider determines the stoppage is your fault (i.e. NOT from roots, broken lines, or mechanical failure), you will be charged for the service call.
- e. **YOU** shall not engage in or permit any drug-related criminal activity in the leased premises, hallways, parking areas, maintenance areas, laundry rooms, and all other common areas (referred to hereafter as “premises”); or engage in or permit an activity that endangers the health and safety of other residents; or engage in or permit any activity that is otherwise injurious to the community or to the reputation of the premises. Examples of such conduct shall include, but shall not be limited to, you permitting any co-resident, occupant, member or resident’s household or family, guest, invitee, or other persons you permit to occupy or use the premises, to use, manufacture, purchase, sell, or otherwise distribute illegal drugs or illegal drug-related paraphernalia. The restrictions contained herein are material obligations under the lease.
- f. **In the event damage occurs to the premises because you failed to notify us of a needed repair, you will be held responsible for the cost of the resulting damage.**
- g. **You agree to use the premises for residential purposes only. You cannot use the premises for business or commercial purposes.**

24. **SECURITY DEPOSITS:** A Security Deposit is money you place on deposit with us to insure that the premises is returned to us in the same condition that you received it in, normal wear and tear excepted. A move-out inspection is performed after your personal property is removed from the premises, you have complied with the cleaning addendum, and you are ready to turn in the keys. You are encouraged to be present during the move-out inspection so that we can discuss any discrepancies and their resolution with you at the time. If it is not possible for you to be present during the move-out inspection, we will conduct our inspection and we will refer to the move-in inspection done at the time you occupied the property. **YOUR SECURITY DEPOSIT WILL BE REFUNDED TO YOU WITHIN THIRTY (30) DAYS**, along with an itemized statement of any deductions made from your security deposit.

25. **MOVE OUT:** You shall be entitled to have the premises inspected by us at or near the termination of the lease, at a date agreed to by both of us. You shall not be liable for any rent accruing after the natural termination of the lease provided that you have:

- a. Submitted a written thirty (30) day notice.
- b. Vacated the premises.
- c. Arranged for your move-out inspection at least five (5) working days in advance of the desired inspection date.
- d. Maintained water and electric service for three (3) days after your vacancy date. In the event these utilities are disconnected prior to this, you will be held responsible for the cost to reconnect, as well as the 3-day fee for use.

26. **EARLY TERMINATION CLAUSE:** If you should desire to be released from your Lease agreement early, the following conditions will apply:

- a. Thirty (30) days written notice must be provided
- b. Any past due rent must be paid immediately
- c. Rent payments must continue to be paid until a new tenant takes possession
- d. A mandatory fee of \$150.00 to be paid for a lease up fee, advertising and marketing of property due to early termination
- e. In the event the residence is re-rented in the middle of a rent cycle (before the first), the landlord agrees to pay a pro-rated rent back to current tenant from the date of possession to through the end of the month

27. **ASSIGNMENT AND MITIGATION OF DAMAGES:** Tenant shall not assign or sublet the premises during the term without Landlord’s written consent. If, during the term, without cause and without having presented a suitable assignee or

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sub-tenant, Tenant vacates the premises, it shall be the Landlord's duty to mitigate damages by making every reasonable effort to re-rent the premises for the remainder of the term.

- 28. **TERMINATION BY DEATH OR MISSING STATUS:** If Landlord, Tenant, or Landlord's or Tenant's spouse should die or be reported as a missing-in-action status under 37 U.S.C. 551 during the term of this lease, the spouse of the deceased or missing person or the deceased's executor or administrator, may terminate this lease by giving thirty (30) days written notice. This right of lease termination must be exercised within thirty (30) days of the death or missing status report.
- 29. **TIME OF THE ESSENCE:** Time is of the essence in the matter of possession of the premises, and the failure of either party to permit possession by the party entitled thereto shall entitle the offended party to any damages provided by law. If initial possession on the date provided is denied Tenant because of possession by Landlord, failure of Landlord to complete initial repairs, or other fault of Landlord, Tenant may, upon being so denied such possession for a period in excess of twenty-four (24) hours, terminate this lease by notifying Landlord and if so terminated Tenant shall be entitled to a return of money paid under the lease. If occupancy is denied due to possession by third persons beyond Landlord's control, in excess of twenty-four (24) hours, Tenant may void this lease and have all money paid under the lease returned.
- 30. **MERGER CLAUSE:** This writing and exhibits attached hereto contain the entire agreement of the parties and there are no promises, understandings, or agreements or any kind pertaining to this contract other than those stated herein.
- 31. **LAWSUITS:** If either party successfully enforces this lease in court, or successfully asserts or defends the existence or validity of this agreement, the successful party shall be awarded court costs. Attorney's fees shall be paid as provided by law.
- 32. **PROPERTY MANAGEMENT OFFICE HOURS:** Monday through Friday, 9:00am—5:00pm.
- 33. For **EMERGENCIES** after hours, call: Sue Cruddas (910) 340-5000

*I/We have read and understand the above Rules & Regulations Addendum to the Residential Rental Lease.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
The Sue Cruddas Real Estate Team Representative

\_\_\_\_\_  
Date

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